

Exhibit A

THIRTY THIRD AMENDMENT TO ACCOMMODATION AGREEMENT
(this “Amendment”) dated as of September 17, 2009, and effective as of the Effective Date (as hereinafter defined), among DELPHI CORPORATION, a Delaware corporation (the “Borrower”), a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code, and the subsidiaries of the Borrower signatory hereto (each a “Guarantor” and collectively the “Guarantors”), each of which Guarantors is a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code, the Lenders party hereto, and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Borrower, the Guarantors, the Lenders (or in the case of the Accommodation Agreement, certain Lenders), the Administrative Agent and Citicorp USA, Inc., as Syndication Agent, are parties to (a) that certain Amended and Restated Revolving Credit, Term Loan and Guaranty Agreement, dated as of May 9, 2008 (as the same has been and may be further amended, modified or supplemented from time to time, the “Credit Agreement”) and (b) that certain Accommodation Agreement, dated as of December 12, 2008 (as the same has been and may be further amended, modified or supplemented from time to time, the “Accommodation Agreement”); unless otherwise specifically defined herein, each term used herein that is defined in the Accommodation Agreement has the meaning assigned to such term in the Accommodation Agreement;

WHEREAS, the Borrower and the Guarantors desire to modify the Accommodation Agreement as provided herein;

WHEREAS, the Required First Priority Participant Lenders, the Required Total Participant Lenders and the Required Lenders have agreed, subject to the terms and conditions hereinafter set forth, to modify the Accommodation Agreement in response to the Borrower’s request as set forth below;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto hereby agree as follows:

1. **Amendments to Accommodation Agreement.** The Accommodation Agreement is hereby amended as follows:

(a) The definition of “Accommodation Default” in Section 1(b) of the Accommodation Agreement is hereby amended by replacing “85 Business Days” in clause (iv) thereof with “95 Business Days”.

(b) The definition of “Accommodation Period” in Section 1(b) of the Accommodation Agreement is hereby amended by:

(i) deleting the date “September 17, 2009 (8:00 p.m. (Eastern time))” in clause (i) thereof and replacing it with “September 29, 2009 (8:00 p.m. (Eastern time))”;

(ii) deleting the dates “September 18, 2009” and “September 17, 2009” in clause (iv) thereof and replacing them with “September 30, 2009” and “September 29, 2009” respectively; and

(iii) renumbering clauses (iv) and (v) as clauses (vi) and (vii), respectively, and adding new clauses (iv) and (v) to read as follows:

“(iv) September 26, 2009, unless prior to such date (a) the Bankruptcy Court shall have entered one or more orders reasonably satisfactory in form and substance to the Administrative Agent and the Required Lenders authorizing the payment by the Borrower of all fees and expenses referred to in that certain Fee Letter dated as of September 17, 2009 (the “Amendment No. 33 Fee Letter”) or in any Expense Side Letter executed in connection with Amendment No. 33 to this Agreement, which authorization may be on an interim or a final basis, and (b) the Borrower shall have paid all fees and expenses payable pursuant to Section 10.05 of the Credit Agreement or any Expense Side Letter (including without limitation those set forth in the foregoing clause (a)); provided, the Borrower has received an invoice for such fees and expenses prior to 1:00 p.m. Eastern Time on September 25, 2009;

(v) October 6, 2009, unless prior to such date (a) the order referred to in clause (iv)(a) of the definition of Accommodation Period shall have been entered on a final basis (with only such changes to the interim order as are reasonably satisfactory in form and substance to the Administrative Agent and the Required Lenders) and (b) the Borrower shall have paid all fees and expenses payable pursuant to the Amendment No. 33 Fee Letter, Section 10.05 of the Credit Agreement or any Expense Side Letter;”

(c) The definition of “Satisfactory Reorganization Plan” in Section 1(b) of the Accommodation Agreement is hereby amended by replacing “85 Business Days” and “85 Business Day” with “95 Business Days” and “95 Business Day” respectively.

2. Representation and Warranty. The Borrower and the Guarantors hereby represent and warrant that (i) all representations and warranties in the Accommodation Agreement, the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the Effective Date except to the extent such representations and warranties expressly relate to an earlier date and (ii) no Event of Default (other than a Specified Default) has occurred and is continuing on the date hereof.

3. Conditions to Effectiveness. This Amendment shall become effective on the date (the “Effective Date”) on which each of the following shall have occurred and the Administrative Agent shall have received evidence reasonably satisfactory to it of such occurrence:

(i) this Amendment shall have been executed by the Borrower, the Guarantors, the Required First Priority Participant Lenders, and the Required Total Participant Lenders;

(ii) immediately prior to the effectiveness of this Amendment, no Event of Default (other than a Specified Default) shall have occurred and be continuing;

(iii) (a) the Borrower and GM shall have irrevocably executed and delivered an amendment to the GM-Delphi Agreement that extends the date by which (x) the Bankruptcy Court shall have held a hearing to approve the modifications to the Existing Reorganization Plan (such modifications shall provide for, among other things, the sale of certain assets of the Borrower and its Subsidiaries) and (y) the order from the Bankruptcy Court approving the modifications to the Existing Reorganization Plan shall have become final and non-appealable, from September 17, 2009 to no earlier than 8:00 p.m. (New York City time) on September 29, 2009, as set forth in the definition of "Sale Order Condition" and Sections 4.04(d)(iv) and 4.04(d)(v) of the GM-Delphi Agreement, (b) such amendment shall have become fully effective and (c) such amendment shall be in form and substance satisfactory to the Administrative Agent; and

(iv) the Borrower shall have paid all invoiced expenses (including the fees and expenses of counsel to the Administrative Agent) of the Administrative Agent incurred in connection with the preparation, negotiation and execution of this Amendment and other matters relating to the Loan Documents in accordance with Section 10.05 of the Credit Agreement, and all invoiced expenses of the Lenders payable pursuant to any expense side letters entered into with the Borrower (as such expense side letters are amended, supplemented or modified), to the extent such side letters have been approved by the Bankruptcy Court.

4. **Release.** To the fullest extent permitted by applicable law, in consideration of the Agents' and the execution of this Amendment by the Participant Lenders that executed and delivered this Amendment (together with any such Participant Lender's successors and assigns, the "Amendment Participant Lenders"), the Borrower and the Guarantors each, on behalf of itself and each of its successors and assigns (including, without limitation, any receiver or trustee, collectively, the "Releasors"), does hereby forever release, discharge and acquit the Agents, each Amendment Participant Lender and each of their respective parents, subsidiaries and affiliate corporations or partnerships, and their respective officers, directors, partners, trustees, shareholders, agents, attorneys and employees, and their respective successors, heirs and assigns, in the case of each of the foregoing solely in their capacities as such (collectively, the "Releasees") of and from any and all claims, demands, liabilities, rights, responsibilities, disputes, causes of action (whether at law or equity), indebtedness and obligations (collectively, "Claims"), of every type, kind, nature, description or character, and irrespective of how, why or by reason of what facts, whether such Claims have heretofore arisen, are now existing or hereafter arise, or which could, might, or may be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as though fully set forth herein at length, which in any way arise out of, are connected with or in any way relate to actions or omissions which occurred on or prior to the date hereof with respect to the Obligations, this Amendment, the Accommodation Agreement, the Credit Agreement or any other Loan Document. This Section 4 shall survive (i) the expiration or termination of the Accommodation Period, of the Accommodation Agreement and of this Amendment and (ii) the termination of the Credit Agreement, the payment in full of all Obligations and the termination of all Commitments.

5. Miscellaneous.

(a) Except to the extent hereby amended, each Loan Party hereby affirms that the terms of the other Loan Documents (i) secure, and shall continue to secure, and (ii) guarantee, and shall continue to guarantee, in each case, the Obligations (as defined in the Credit Agreement) and acknowledges and agrees that each Loan Document is, and shall continue to be, in full force and effect and is hereby ratified and affirmed in all respects.

(b) The Borrower agrees that its obligations set forth in Section 10.05 of the Credit Agreement shall extend to the preparation, execution and delivery of this Amendment, including the reasonable fees and disbursements of special counsel to the Administrative Agent and the Arrangers.

(c) No Person other than the parties hereto and any other Lender, and, in the case of Section 4 hereof, the Releasees, shall have any rights hereunder or be entitled to rely on this Amendment, and all third-party beneficiary rights (other than the rights of the Releasees under Section 4 hereof and any other Lender) are hereby expressly disclaimed.

(d) The parties hereto hereby agree that Section 8 of the Credit Agreement shall apply to this Amendment and each other Loan Document and all actions taken or not taken by the Administrative Agent or any Lender contemplated hereby.

(e) Nothing in this Amendment shall be deemed, asserted or construed to impair or prejudice the rights of the Administrative Agent and the Lenders to appear and be heard on any issue, or to object to any relief sought, in the Bankruptcy Court, except to the extent that such actions would constitute a breach of the Administrative Agent's or any Lender's obligations under the Accommodation Agreement.

(f) Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

(g) Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Amendment.

(h) This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. A facsimile or .pdf copy of a counterpart signature page shall serve as the functional equivalent of a manually executed copy for all purposes.

(i) THIS AMENDMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND (TO THE EXTENT APPLICABLE) THE BANKRUPTCY CODE.

(j) EACH OF THE BORROWER, THE GUARANTORS, THE AGENTS AND EACH LENDER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY

JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and the year first written.

BORROWER

DELPHI CORPORATION

By:

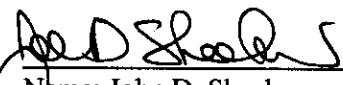


Name: John D. Sheehan

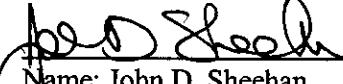
Title: Vice President and Chief Financial
Officer

GUARANTORS:

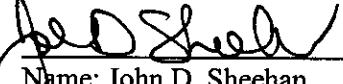
DELPHI AUTOMOTIVE SYSTEMS (HOLDING),
INC.,
a Delaware corporation

By: 
Name: John D. Sheehan
Title: President

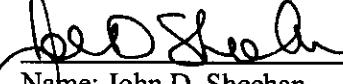
DELPHI AUTOMOTIVE SYSTEMS GLOBAL
(HOLDING), INC.,
a Delaware corporation

By: 
Name: John D. Sheehan
Title: President

DELPHI AUTOMOTIVE SYSTEMS LLC,
a Delaware limited liability company

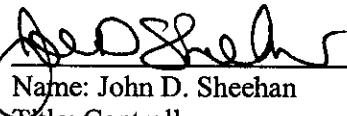
By: 
Name: John D. Sheehan
Title: Vice President & Chief Financial Officer

DELPHI AUTOMOTIVE SYSTEMS RISK
MANAGEMENT CORP.,
a Delaware corporation

By: 
Name: John D. Sheehan
Title: Vice President & Treasurer

DELPHI FOREIGN SALES CORPORATION,
a Virgin Islands corporation

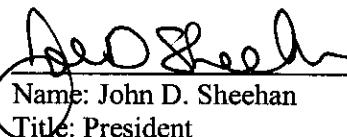
By:



Name: John D. Sheehan
Title: Controller

DELPHI INTERNATIONAL HOLDINGS CORP.,
a Delaware corporation

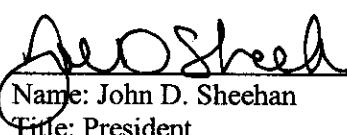
By:



Name: John D. Sheehan
Title: President

DELPHI LIQUIDATION HOLDING COMPANY,
a Delaware corporation

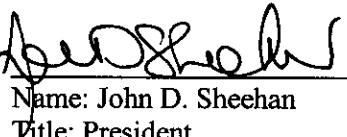
By:



Name: John D. Sheehan
Title: President

DELPHI LLC,
a Delaware limited liability company

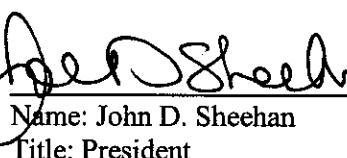
By:



Name: John D. Sheehan
Title: President

DELPHI NY HOLDING CORPORATION,
a New York corporation

By:



Name: John D. Sheehan
Title: President

ASEC MANUFACTURING,
a Delaware general partnership

By:



Name: John P. Arle
Title: Treasurer

ASEC SALES,
a Delaware general partnership

By:



Name: John P. Arle
Title: Treasurer

DELCO ELECTRONICS OVERSEAS
CORPORATION,
a Delaware corporation

By:



Name: John P. Arle
Title: Assistant Treasurer

DELPHI AUTOMOTIVE SYSTEMS KOREA, INC.,
a Delaware corporation

By:



Name: John P. Arle
Title: Chief Executive Officer & President

DELPHI AUTOMOTIVE SYSTEMS HUMAN
RESOURCES LLC,
a Delaware limited liability company

By:



Name: John P. Arle
Title: Vice President & Treasurer

DELPHI AUTOMOTIVE SYSTEMS
INTERNATIONAL, INC.,
a Delaware corporation

By:


Name: John P. Arle
Title: Treasurer

DELPHI AUTOMOTIVE SYSTEMS OVERSEAS
CORPORATION,
a Delaware corporation

By:


Name: John P. Arle
Title: Treasurer

DELPHI AUTOMOTIVE SYSTEMS SERVICES LLC,
a Delaware limited liability company

By:


Name: John P. Arle
Title: Treasurer

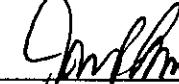
DELPHI AUTOMOTIVE SYSTEMS TENNESSEE,
INC.,
a Delaware corporation

By:


Name: John P. Arle
Title: Treasurer

DELPHI AUTOMOTIVE SYSTEMS THAILAND,
INC.,
a Delaware corporation

By:


Name: John P. Arle
Title: Treasurer

DELPHI CONNECTION SYSTEMS,
a California corporation

By:



Name: John P. Arle
Title: Treasurer

DELPHI ELECTRONICS (HOLDING) LLC,
a Delaware limited liability company

By:



Name: John P. Arle
Title: Assistant Treasurer

DELPHI INTERNATIONAL SERVICES, INC.,
a Delaware corporation

By:



Name: John P. Arle
Title: Chief Financial Officer & Treasurer

DELPHI MECHATRONIC SYSTEMS, INC.,
a Delaware corporation

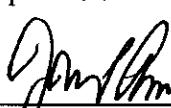
By:



Name: John P. Arle
Title: Treasurer

DELPHI SERVICES HOLDING CORPORATION,
a Delaware corporation

By:



Name: John P. Arle
Title: Treasurer

EXHAUST SYSTEMS CORPORATION,
a Delaware corporation

By:


Name: John P. Arle
Title: Assistant Treasurer

DELPHI MEDICAL SYSTEMS COLORADO
CORPORATION,
a Colorado corporation

By:


Name: John P. Arle
Title: Assistant Treasurer

DELPHI MEDICAL SYSTEMS CORPORATION,
a Delaware corporation

By:


Name: John P. Arle
Title: Assistant Treasurer

DELPHI MEDICAL SYSTEMS TEXAS
CORPORATION,
a Delaware corporation

By:


Name: John P. Arle
Title: Assistant Treasurer

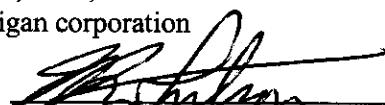
DELPHI TECHNOLOGIES, INC.,
a Delaware corporation

By:


Name: John P. Arle
Title: Vice President and Treasurer

ASPIRE, INC.,
a Michigan corporation

By:



Name: James P. Whitson
Title: Vice President

DELPHI CHINA LLC,
a Delaware limited liability company

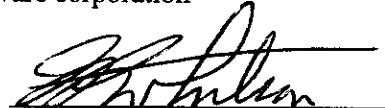
By:



Name: James P. Whitson
Title: Chief Tax Officer

DELPHI DIESEL SYSTEMS CORP.,
a Delaware corporation

By:



Name: James P. Whitson
Title: Chief Tax Officer

DELPHI INTEGRATED SERVICE SOLUTIONS,
INC.,
a Michigan corporation

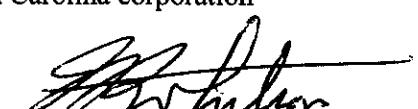
By:



Name: James P. Whitson
Title: Vice President

SPECIALTY ELECTRONICS, INC.,
a South Carolina corporation

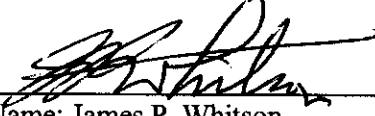
By:



Name: James P. Whitson
Title: Chief Tax Officer

SPECIALTY ELECTRONICS INTERNATIONAL
LTD.,
a Virgin Islands corporation

By:


Name: James P. Whitson
Title: Chief Tax Officer

PACKARD HUGHES INTERCONNECT COMPANY,
a Delaware corporation

By:


Name: James P. Whitson
Title: Chief Tax Officer

ENVIRONMENTAL CATALYSTS, LLC,
a Delaware limited liability company

By:


Name: James P. Whitson
Title: Chief Tax Officer

DREAL, INC.,
a Delaware corporation

By:


Name: James P. Whitson
Title: Chief Tax Officer

JPMorgan Chase Bank, N.A., as Agent and Lender

By: Susan E. Atkins
Name: Susan E. Atkins
Title: Managing Director

**Name of Lender: Anchorage Crossover Credit
Offshore Master Fund, Ltd.**

**By: Anchorage Advisors, L.L.C., its investment
manager**

By:

Natalie Birrell

Name: Natalie Birrell
Title: Chief Operating Officer

**Name of Lender: Anchorage Capital Master
Offshore, Ltd.**

**By: Anchorage Advisors, L.L.C., its investment
manager**

By: Natalie Birrell
Name: Natalie Birrell
Title: Chief Operating Officer

Name of Lender: BLACK ROCK FINANCIAL MANAGEMENT, INC
ON BEHALF OF PRINCIPAL CLIENTS AND
MANAGED ACCOUNTS

By: Michael J. Lipsky
Name: MICHAEL J. LIPSKY
Title: MANAGING DIRECTOR

Name of Lender:

Black Diamond Offshore Ltd.

By: Carlson Capital, L.P., its investment advisor

By: 

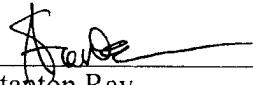
Name: Stanton Ray

Title: Portfolio Manager

Name of Lender:

Double Black Diamond Offshore Ltd.

By: Carlson Capital, L.P., its investment advisor

By: 

Name: Stanton Ray

Title: Portfolio Manager

Name of Lender:

Manchester Securities Corp.

By:

Name:
Title:


Elliot Greenberg, Vice President

Springfield Associates, LLC

Name of Lender: By: Elliott Associates, L.P., as managing member
By: Elliott Capital Advisors, L.P., as general partner
By: Braxton Associates Inc., as general partner

By: _____

Name: By: _____
Title: Elliot Greenberg, Vice President

KENSINGTON INTERNATIONAL LIMITED

By: Elliott International Capital Advisors Inc.

By: _____

Name:
Title:

By: _____

Elliot Greenberg, Vice-President

Name of Lender: GREYWOLF CAPITAL PARTNERS II LP
BY: GREYWOLF ADVISORS LLC,
ITS GENERAL PARTNER

By: 

Name: WILLIAM TROY

Title: AUTHORIZED SIGNATORY

GREYWOLF CAPITAL OVERSEAS MASTER FUND
Name of Lender: BY: GREYWOLF CAPITAL MANAGEMENT,
ITS INVESTMENT MANAGER

By: 

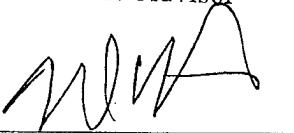
Name: WILLIAM TROY
Title: AUTHORIZED SIGNATORY

Monarch Master Funding Ltd
BY: Monarch Alternative Capital LP
Its: Advisor

Name of Lender:

By: _____

Name:
Title:



Michael A. Weinstock
Managing Principal

By: _____

Name:
Title:

OCM Opportunities Fund VIIb Delaware, L.P.

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By:



Name: **Scott GRAVES**
Title: Authorized Signatory

By:



Name: **Luis VAZALES**
Title: Authorized Signatory

Name of Lender: Perry Principals, L.L.C.

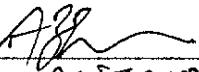
By: Mark

Name: MICHAEL C. NEUS
Title: GENERAL COUNSEL

By: _____

Name:
Title:

Name of Lender: PAULSON CREDIT OPPORTUNITIES
MASTER LTD.

By: 

Name: ALEXANDER B. BLADES

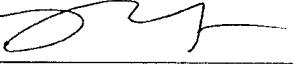
Title: AUTHORIZED SIGNATORY

Name of Lender: Redwood Master Fund, Ltd.

By:

Name: jonathan kolatch
Title: Director

Name of Lender: **SP Auto, Ltd.**

By: 

Name:
Title:

Richard Petrilli
Authorized Signatory

Name of Lender: **SPCP Group, LLC**

By: 

Name:

Title:

Richard Petrilli
Authorized Signatory

Name of Lender: The Foothill Group, Inc.
By: Scott P. Quigley
Name: Scott P. Quigley
Title: Vice President